

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA, hereinafter referred to as the "BOARD", and PARVEZ ALAM, hereinafter referred to as the "EMPLOYEE".

W I T N E S S E T H:

WHEREAS, the BOARD desires to employ the services of the Employee as County Administrator of Leon County, Florida, as provided for in Part III of Chapter 125, Florida Statutes and Leon County Ordinance No. 70-1; and

WHEREAS, it is the desire of the BOARD to provide certain benefits and conditions of employment for said EMPLOYEE; and

WHEREAS, it is the desire of the BOARD and the EMPLOYEE to clearly set forth the terms and conditions of employment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I

DUTIES

1. The BOARD hereby employs the EMPLOYEE as County Administrator of Leon County, Florida to perform the functions and duties specified in Part III of Chapter 125, of the Florida Statutes (1987), Leon County Ordinance No. 70-1 and such other legally permissible and proper duties and functions as the BOARD shall from time to time direct.

2. It is the intent of this AGREEMENT to grant the EMPLOYEE only those powers and duties which are administrative or

ministerial in nature and not to delegate any governmental power imbued in the BOARD OF COUNTY COMMISSIONERS as the governing body of the Leon County pursuant to Section 1(e), Article VII of the State Constitution and the Laws of Florida.

ARTICLE II

TERM

1. EMPLOYEE shall serve at the pleasure of the BOARD.
2. EMPLOYEE agrees to remain in the exclusive employ of the BOARD, to devote full time to his duties and will not become employed by any other employer prior to termination of this AGREEMENT unless otherwise agreed to in writing by both parties.

ARTICLE III

COMPENSATION OF EMPLOYEE

1. BOARD agrees to pay EMPLOYEE for his services rendered pursuant to this AGREEMENT an annual base salary of Seventy Two Thousand Dollars and No/100 (\$72,000.00). The BOARD agrees to adjust said base salary and/or other benefits of the EMPLOYEE in such amounts and to such extent as the BOARD may determine is desirable on the basis of an annual performance review of EMPLOYEE in accordance with the provisions of the Executive Service policies of the BOARD.
2. EMPLOYEE shall receive a Four Hundred Fifty and No/100 (\$450.00) per month expense allowance for the use of his personal automobile when required in the performance of his duties.

ARTICLE IV

PROFESSIONAL DEVELOPMENT

1. The BOARD agrees to pay dues and subscriptions of EMPLOYEE necessary for full participation in national, regional, state and local organizations when the participation of the EMPLOYEE in such organizations is in the best interest of the COUNTY.

2. The BOARD will pay the travel and subsistence expenses of EMPLOYEE for professional and official travel, as authorized by law.

ARTICLE V

OTHER TERMS AND CONDITIONS OF EMPLOYMENT

1. The BOARD shall fix any other terms and conditions of employment, as it may determine desirable from time to time, relating to the performance of EMPLOYEE, provided such terms and conditions are not inconsistent with the provisions of this AGREEMENT, the Laws of Florida or any other applicable law.

2. All provisions of Leon County's Executive Service Policy not inconsistent with any other provision of this AGREEMENT shall apply to EMPLOYEE, specifically including but not limited to the following:

- a. Vacation, annual and sick leave;
- b. Retirement, deferred compensation and pension system contributions;
- c. Holidays;

- d. Disability, health, workers compensation, life insurance and other insurance benefits; and
- e. Termination of employment.

Employee's benefits under the Executive Service Policy shall be calculated from May 19, 1986, EMPLOYEE'S original date of employment with LEON COUNTY.

ARTICLE VI

GENERAL PROVISIONS

1. The effective date of this AGREEMENT is February 7, 1989.
2. The text of this AGREEMENT and the referenced portions of Leon County's Executive Service Policy shall constitute the entire AGREEMENT between the parties.
3. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida.
4. If any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, such part shall not be effective; provided, however, the remainder of this AGREEMENT, or any portion thereof, shall be deemed severable, and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this EMPLOYMENT AGREEMENT to be duly executed this 7th day of March, 1989.

BOARD OF COUNTY COMMISSIONERS,
LEON COUNTY, FLORIDA

BY: Gayle Nelson
GAYLE NELSON, CHAIRMAN

ATTEST:

PAUL F. HARTSFIELD,
CLERK OF CIRCUIT COURT

BY: [Signature]
Sam Hurst, D.C.

WITNESSES:

EMPLOYEE

Donald A. Carter
[Signature]

[Signature]
PARWEZ ALAM

APPROVED AS TO FORM:

[Signature]
Assistant County Attorney